

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen/797-2093

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED AGREEMENT WITH A-PLUS TRANSPORTATION, INC. FOR OPERATION AND MAINTENANCE OF TRANSIT BUS SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: Resolution No. R-2000-292 was adopted on December 5, 2000 accepting A-Plus Transportation, Inc. as the firm best qualified to provide transit bus service within the Town of Davie and authorized the Town Administrator or his designee to negotiate a contract for these services. Such an agreement has been negotiated. The agreement uses the agreement between Broward County and the Town of Davie as a guide for the terms and is an exhibit to this agreement.

The agreement indicates that A-Plus will operate and maintain a bus system which will have two buses operating approximately 68 hours per week which is from 7:00 A.M. to 7:00 P.M. on Monday through Friday and 8:00 A.M. to 4:00 P.M. on Saturdays. The cost for the service is \$28.00 per hour per vehicle in service on the route. The cost is inclusive of all costs including all maintenance costs, fuel costs, personnel costs including training, insurance costs, and provision of spare vehicles in the event of mechanical or other failure of the buses. The cost may be adjusted annually based upon the consumer price index. Among the other terms are requirements for personnel including not allowing any history of conviction for DUI, requirements for maintaining the vehicles, requirements for record keeping, etc. The length of the agreement mirrors the agreement which the Town has with Broward County. The service will begin on Tuesday, January 17, 2001. Town Attorney Kiar has reviewed the agreement.

PREVIOUS ACTIONS: Resolution No. R-2000-206 was adopted Sept. 6, 2000 approving an agreement with Broward County to obtain the buses. Resolution No. R-2000-292 authorized negotiations with A-Plus Transportation, Inc. as the best qualified firm.

CONCURRENCES: Selection Committee

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: The negotiated cost of the service is \$28.00 per hour per bus which totals \$191,968.00 for a twelve month period or approximately \$148,512.00 for the

nine months left in this fiscal year (based on \$28.00 per hour x two buses x 68 hours/week minus 9 holidays at \$672.00/day). The Town receives \$20.00 per hour from the additional penny gas tax for mass transit through Broward County. It is estimated that Davie will receive \$65,000 for the remaining nine months of this fiscal year and \$86,5000 for the next full year. The additional \$8.00 per hour would total \$8704.00 at the maximum (\$8.00 per hour x 136 hours/week x 52 weeks) leaving funding for the Town to spend on mass transit.

Account Name: Administration- Contractual Services
00101085440306

RECOMMENDATION(S): Motion to approve the Resolution.

Attachment(s): Resolution
Agreement With A-Plus Transportation, Inc.
Resolution No. R-2000-292
Resolution No. R-2000-206
Procurement Authorization

RESOLUTION NO.

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED AGREEMENT WITH A-PLUS TRANSPORTATION, INC. FOR OPERATION AND MAINTENANCE OF TRANSIT BUS SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it has been determined that the Town of Davie has a need for two buses to provide transit service within eastern Davie; and

WHEREAS, the Town solicited proposals for transit bus services to include the supply of drivers, insurance, gasoline, vehicle maintenance, and all scheduling services; and

WHEREAS, the selection committee selected A-Plus Transportation, Inc. as the firm best qualified to provide the required services; and

WHEREAS, the Town Council adopted Resolution No. R-2000-292 on December 5, 2000 accepting A-Plus Transportation, Inc. as the firm best qualified to provide the required services and authorizing the Town Administrator or his designee to negotiate an agreement for such services for presentation at a future meeting date; and

WHEREAS, the Town wishes to enter into the proposed Agreement between A-Plus Transportation, Inc. and Town of Davie for Operation and Maintenance of Transit Bus Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town officials are hereby authorized to execute the proposed Agreement between A-Plus Transportation, Inc. and Town of Davie for Operation and Maintenance of Transit Bus Service, a copy of which is attached hereto as Exhibit "A", on behalf of the Town.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

ACTING TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

AGREEMENT
BETWEEN A-PLUS TRANSPORTATION, INC.
AND TOWN OF DAVIE

FOR OPERATION AND MAINTENANCE OF TRANSIT BUS SERVICE

THIS AGREEMENT dated the 3rd day of January, 2001, and is between A-Plus Transportation, Inc., a Florida corporation, hereinafter "Contractor" and the Town of Davie, a municipal corporation of the state of Florida, hereinafter referred to as "Town."

WHEREAS, Town desires to provide a community transportation service to allow residents access to a number of destinations through public transit: and

WHEREAS, Town has determined that it would be in the public interest to provide said transit services by contracting with a private transit service provider to operate said transportation service: and

WHEREAS, Town has selected Contractor for the operation and maintenance of the transit bus system which shall be known as the "Eastern Davie Transit Route."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, Town and Contractor agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 "Agreement" means this Agreement as it may be modified from time to time.
- 1.2 "Contractor" means A-Plus Transportation, Inc., a Florida corporation.
- 1.3 "County" means Broward County, a political subdivision of the state of Florida.
- 1.4 "Town" means the Town of Davie, a municipal corporation of the state of Florida.

ARTICLE 2
CONTRACTOR'S SERVICES

2.1 Contractor agrees to provide all services necessary to provide for the day to day management, operation and maintenance of the public transportation services for the "Eastern Davie Transit Route" according to the Agreement between County and Town, a copy of which is attached to this Agreement and incorporated by reference as Exhibit "A." Contractor shall comply with every term, condition, duty and obligation set forth in

Exhibit "A" , including all attached exhibits to the Agreement.

2.2 Contractor shall provide free fare public transportation services (until such time as Town determines a fare to be appropriate), within the Town at the locations and according to the schedules set forth in Exhibit "A."

2.3 The established service shall be on a fixed route basis with designated intermediate stops a minimum of forty (40) hours per week and a minimum of five (5) days per week, provided however, the minimum hours of operation shall be reduced by eight (8) hours during any week in which a legal holiday is recognized by the Town on a weekday. The public transportation service shall connect with regular County bus routes, as set forth on Exhibit "A." The initial schedule for the "Eastern Davie Transit Route" is approximately twelve (12) hours per each weekday and eight (8) hours on Saturdays. The hours of operation may be amended from time to time at the discretion of the Town and County to respond to the needs of the community.

2.4 Beginning June 1, 2001, Town and Contractor shall maintain a minimum average of five (5) passengers per revenue hour on each route operated by the Town and Contractor. In the event that Town and Contractor do not maintain such minimum average of passengers, County shall assist Town and Contractor to increase ridership which may include modification of the route, as set forth in Exhibit "A."

2.5 Vehicle(s) shall be operated by properly licensed operators ("vehicle chauffeurs") employed by Contractor. These employees shall provide full utilization of vehicle(s) to disabled passengers while in service.

2.6 Vehicle chauffeurs hired by Contractor shall issue County bus route timetables or other transit information to any passenger requesting such material.

2.7 Insofar as possible, scheduled service shall be coordinated with existing County bus service. It is the intent of the parties that Town's scheduled service shall not duplicate existing County bus service.

2.8 Contractor shall maintain the vehicle(s) provided by Town and County in accordance with manufacturer's standards and keep vehicle(s) in reasonable condition at all times.

2.9 Contractor shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent that any terms of this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.10 Contractor shall at all times during this Agreement comply with the requirements of Broward County Ordinance 92-8, pertaining to the maintenance of a Drug Free Work Place Program.

2.11 Contractor shall at all time during this Agreement comply with all applicable requirements of the United States Department of Transportation and the Federal Transit

Administration, which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

2.12 Contractor agrees that throughout the term of this Agreement that the Broward County Transit (BCT) logo and the County assigned identification number shall be conspicuously displayed on the rear of the vehicle(s) at all times.

2.13 Contractor shall maintain certain records of information and data in the format prescribed by County and shall furnish such records to County, with a copy to Town, on a monthly basis.

2.14 Contractor shall, at all times, have and maintain in proper working order a dedicated TTY number.

ARTICLE 3

TOWN'S SERVICES

3.1 Town shall review all policies established by the Contractor relative to the public transportation services.

3.2 Town shall review the service planning, including adjustments to the routes, schedules and such other factors that affect the quality of service provided.

3.3 Town shall provide Contractor with bus route timetables prepared by Broward County Mass Transit Division sufficient to inform Town and County residents, visitors and passengers of service to be made available.

3.4 Town, in coordination with County, shall be responsible for designation of transit stops. It is understood that passengers will be able to board or depart from anywhere along the route as well as designated stops.

3.5 Town shall lease to Contractor two (2) wheelchair accessible, passenger vehicles, obtained from County, to be used in regular route service. Such vehicles shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The vehicles shall be leased to the Contractor for Ten Dollars (\$10.00) per year. Prior to acceptance of the vehicles by Contractor, Contractor, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicles by a mechanic designated by the Contractor.

3.6 Town shall provide the manufacturer's warranties and maintenance shop manuals to the Contractor.

ARTICLE 4

TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on January 16, 2001 and shall remain in effect until September 30, 2003. The Town is under no obligation to extend or renew this

Agreement after its expiration. However, the term may be extended for up to two (2) additional one (1) year periods upon mutual written agreement.

ARTICLE 5 **COMPENSATION**

5.1 In return for services provided by Contractor and specified in this Agreement, the Town agrees to pay Contractor Twenty-eight Dollars (\$28.00) per hour, per vehicle in revenue service. The funds shall be used by Contractor solely for the purpose of maintaining, operating and properly equipping the vehicle(s) and for no other purpose. Town shall not be responsible for payment of any other monies to Contractor under this Agreement.

5.2 Compensation payable to Contractor for all services hereunder shall be adjusted upward or downward on October 1, 2001 and each year hereafter to reflect changes in the Consumer Price Index For All Wage Earners And Consumers for the Miami area.

5.3 Town shall hold the funds distributed by County to support the public transportation service and remit the applicable amount of such funds monthly to Contractor as they become due. Contractor shall submit invoices to the Town documenting hours of service provided by the Contractor during the preceding month together with such additional documentation which may be required by the Town (e.g., ridership statistics). Within thirty (30) days of receipt of such invoices, Town shall compensate Contractor pursuant to the terms set forth herein.

ARTICLE 6 **PERFORMANCE STANDARDS**

6.1 The public transportation service described in this Agreement must begin operations on January ____, 2001, and such service shall run according to the schedule set forth in Exhibit A. The schedule shall be followed unless otherwise agreed upon in writing by the parties.

6.2 Contractor shall complete one hundred percent of all scheduled trips on a daily basis, subject to delays which are attributable to vehicular accidents or mechanical failure.

ARTICLE 7 **PERSONNEL REQUIREMENTS**

7.1 Contractor shall designate a Project Manager who will oversee the complete operation of the public transportation service and who will serve as the day to day liaison with the Town.

7.2 Vehicle chauffeurs employed by the Contractor during the term of this Agreement shall be properly licensed operators. The vehicle chauffeurs shall possess the qualifications as required by the State of Florida and the County. The vehicle chauffeurs shall be required to attend and successfully complete the County's training program prior to operating the vehicles. All drivers shall, during the term of this Agreement possess the

following qualifications and adhere to the following standards. Contractor shall immediately dismiss any driver from performing services under this Agreement if driver fails to maintain said qualifications or standards as listed below:

7.2.1 Minimum age for drivers shall be 21 years.

7.2.2 Drivers must possess a valid Florida Chauffeur's license and attain a valid commercial driver's license as required by law.

7.2.3 Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period. Drivers shall have no history of a conviction for a DUI.

7.2.4 Drivers must be capable of speaking, writing and understanding the English language fluently.

7.2.5 Drivers shall operate the vehicle in a safe and timely manner.

7.2.6 Drivers shall be courteous to all passengers and the general public at all times and shall respond to passenger questions regarding the use of the subject service.

7.2.7 At all times while on duty, drivers shall wear clean and presentable uniforms which include a company shirt, appropriate length shorts, skirt or pants and closed toe shoes.

7.2.8 Drivers shall distribute or collect flyers, handouts, surveys, etc. as Town may request from time to time.

7.2.9 Drivers shall not accept gratuities.

7.2.10 Drivers shall assist passengers with disabilities with entering and exiting the vehicles.

7.2.11 Drivers shall not permit passengers to smoke or play a radio in the vehicles (unless the passenger is using headphones with the radio).

7.2.12 Drivers shall not be convicted of a crime during the term of this Agreement.

7.2.13 Drivers shall not test positive for drug use on a drug test administered by a responsible testing facility or in cooperation with the drug testing program at Broward County or the Town of Davie.

ARTICLE 8

CONDITION AND MAINTENANCE OF THE VEHICLES

8.1 Contractor shall maintain the vehicles in accordance with manufacturer's

standards.

8.2 Contractor shall supply any additional vehicles to provide back-up service within thirty (30) minutes in the event that one or more vehicles are out of service. Contractor shall provide ADA accessible back-up vehicles should they be necessary to continue service as outlined in this contract.

8.3 Vehicles shall be maintained in good condition, both operationally and in their appearance, and in accordance with the County's requirements. All vehicles shall be kept in good repair and condition, satisfactory to the Town at a minimum to the standards listed below:

8.3.1 Equipping of vehicles:

8.3.1.1 All vehicles shall conform to the standards required by the Americans with Disabilities Act (ADA).

8.3.1.2 All vehicles shall be equipped with all appropriate safety equipment to be provided by Contractor.

8.3.1.3 All vehicles shall be equipped with two-way communications to be provided by Contractor.

8.3.1.4 All vehicles shall have heating and air conditioning systems that are fully operative every day the vehicle is in service. The air conditioning system shall be of sufficient size and capacity to provide a cooling effect throughout the vehicle, with cold air blowing in all sections of the vehicle.

8.3.2 Maintenance of Vehicles

8.3.2.1 The interiors of the vehicles shall be cleaned at least once each day and the exteriors of the vehicles shall be cleaned at least once per week. The vehicles shall be exterminated for pests at least once each week. Contractor shall have a continuing obligation to ensure cleanliness of the vehicles, and Contractor shall perform additional cleaning and extermination for pests as circumstances may warrant.

8.3.2.2 All vehicles and equipment on vehicles shall be maintained in fully operational condition at all times during the term of this Agreement. Contractor shall cause all components of each vehicle, including its body, frame, graphic wrap, furnishings, mechanical, electrical, hydraulic, or other operating systems to be maintained according to manufacturer's recommendations. Contractor shall cause any vehicle damaged in an accident or otherwise to be repaired to be replaced immediately, including the graphic wraps. Contractor shall, at its sole cost and expense, provide fuel, lubricants, parts and supplies as required for the maintenance and operation of all vehicles.

8.3.2.3 All vehicles shall be safe for operation on public streets and

highways and shall meet all requirements of the Florida Department of Transportation Rule Chapter 14-90, "Minimum Requirements for Transit Coaches and System Equipment." All parts of the vehicles and equipment mounted on or in the vehicle shall conform at a minimum to all applicable federal motor safety standards.

8.3.2.4 Contractor shall initiate and maintain an effective safety and mechanical inspection program.

8.3.2.5 All vehicles shall be available for inspection by the Town prior to Contractor placing them in service and at any time thereafter at the Town's discretion. Town has the sole discretion to reject temporarily or permanently any vehicle which Town deems unacceptable for reasons of safety, disrepair or appearance.

ARTICLE 9

RECORD KEEPING, REPORTING AND AUDITING

9.1 Contractor shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by Town to ensure a proper accounting record. The system of accounting will be in accordance with generally accepted accounting principles and practices. All project records prepared by Contractor shall be owned by Town and made available to Town at no charge. Town may elect to authorize representatives to inspect, audit, and analyze the records of Contractor relating to the subject service. Town shall have the right to audit the books, records and accounts of the Contractor. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the project or according to the scheduled reporting periods.

9.2 Contractor shall record on a daily basis and report weekly to the Town all disruptions in service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incident affecting service.

9.3 Contractor's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. Contractor agrees to submit copies of such documentation to Town on a weekly basis.

9.4 Contractor shall maintain daily records of total passenger utilization and total mileage logged on the vehicles by route while performing the services under this Agreement. Project Manager shall provide accurate reports on ridership by route and by trip to Town on a monthly basis.

9.5 Town shall approve Contractor's forms that may be required in addition to those required by the County.

9.6 In the event funds paid to Contractor pursuant to this Agreement are subsequently disallowed by Town because of accounting errors or charges not in conformity with this Agreement, Contractor shall refund promptly to the Town such

disallowed funds or such disallowed funds will be withheld from subsequent payment by Town to Contractor. No payment will be withheld or disallowed until Town has given Contractor written notice of the reason therefore and ten (10) days to correct, cure or otherwise reasonably satisfy Town. No more than the disputed amount will be withheld. Both Town and Contractor shall diligently pursue the resolution of any dispute regarding the accounting or charges referred to in this paragraph.

9.7 Contractor shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

ARTICLE 10

PRE-SERVICE REQUIREMENTS

The following items shall be delivered to the Town by Contractor at least two (2) days prior to the start of service and are subject to approval by the Town:

10.1 An operations manual for the subject services which describes all operations procedures and policies, including but not limited to the following:

- (A) Vehicle operating procedures;
- (B) Communications operating procedures;
- (C) Driver conduct rules and regulations;
- (D) Safety procedures;
- (E) Accident procedures;
- (F) Administration and reporting procedures; and
- (G) Other operating procedures and policies as required for proper operation of the subject service.

10.2 Job descriptions for drivers and administrative personnel.

10.3 Maintenance procedures for all vehicles.

10.4 Final system schedules.

10.5 Training procedures for drivers.

ARTICLE 11

INSURANCE

Contractor will comply with insurance requirements as set forth below:

11.1 Proof of insurance must be provided for Workers' Compensation, Commercial General Liability, Business Auto Liability, and Professional Liability. the Contractor shall carry in for at all times the insurance coverage and the Town and Broward County will be included as "Additional Insureds". Insurance requirements are as follows:

- A. Workers' Compensation- statutory
Policy must include Employers Liability: \$100,000 for each accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee).
- B. Commercial General Liability: \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises / operations; contractual liability; and independent contractors.
- C. Business Auto Liability: \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned autos; hired autos; and non-owned autos.
- D. Professional Liability Insurance: Policy shall provide a minimum limit of liability of \$1,000,000 per occurrence.

11.2 Original certificates of insurance required herein shall be delivered to Town and County prior to the commencement of Contractor's performance. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days prior written notice to Town and County, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 12

INDEMNIFICATION

12.1 As to Town: Contractor agrees to indemnify, reimburse, defend and hold harmless the Town and, at Town's option, defend or pay for an attorney selected by the Town to defend the Town and Town's officers, agents and employees for, from and against all claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including reasonable costs, attorneys' and paralegals' fees, imposed on or incurred by the Town in connection with any and all loss of life, bodily injury, personal injury and damage to property which arises or relates, directly or indirectly, to the Contractor's use of any vehicle provided for in this Agreement and the Contractor's performance of the services set forth in this Agreement. To the extent considered necessary by the Town, any sums due Town under this Agreement may be retained by Town until all of Town's claims for indemnification, pursuant to this Agreement, have been settled or otherwise resolved and any amount withheld shall not be subject to payment of interest by Town.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Town. Nothing in this Agreement shall be construed as consent by the Town to be sued by third parties in any matter arising out of this Agreement or any other contract.

12.2 As to County : Contractor agrees to indemnify and hold harmless the County and County's officers, agents, and employees as prescribed in Exhibit "A".

ARTICLE 13

TERMINATION

13.1 This Agreement may be terminated for cause by action of Town upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of Town Council upon not less than sixty (60) days' written notice. This Agreement may also be terminated by Town upon such notice as Town deems appropriate under the circumstances in the event the Town determines that termination is necessary to protect the public health, safety, or welfare.

13.2 Termination of this Agreement for cause shall include, but not be limited to , failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of Town as set forth in this Agreement, or breach of any of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

13.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Town deemed necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

13.4 In the event this Agreement is terminated for convenience, the financial assistance provided by the Town shall be prorated on a daily basis to the date the Agreement is terminated. However, upon being notified of Town's election to terminate, Contractor acknowledges and agrees that \$10.00 compensation paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for cause or convenience.

13.5 Upon termination of this Agreement for whatever reason, Contractor shall return the vehicle(s) leased herein to the Town. Contractor shall return the vehicle(s) to Town in the condition they were received at the onset of this Agreement, normal wear and tear excepted. The Contractor's obligation to return the vehicle(s) to the Town in the condition they were received shall include the removal of any painting or wrapping of the vehicles for advertisement purposes. Any costs necessary to restore and /or prepare the vehicle(s) shall be the sole responsibility of the Contractor. Town, shall have the right to inspect and to approve the condition of the vehicle(s) prior to acceptance and should the Town determine that the vehicle is not in the proper condition, Contractor shall at its sole cost and expense remedy any and all deficiencies identified by the Town.

ARTICLE 14
NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. for the present the parties designate the following:

For Town of Davie:

Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

For Broward County:
(Courtesy copies of
notices)

Director of Mass Transit Division
Broward County Mass Transit Division
3201 West Copans Road
Pompano Beach, Florida 33069

For A-Plus Transportation, Inc.:

A-Plus Transportation, Inc.
Attention: Mr. Carl Myers
3419 West Broward Boulevard
Ft. Lauderdale, Florida 33312

ARTICLE 15
MISCELLANEOUS

15.1 **NONDISCRIMINATION:** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Contractor agrees to furnish Town with a copy of its Affirmative Action Policy or in the event that Contractor contracts with a third party for this service, such third party's Affirmative Action Policy shall be furnished to Town.

15.2 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be subject to the supervision of Contractor, and such services shall not be provided by Contractor or its agents as officers, employees, or agents of the Town. The parties expressly acknowledge that it is not their

intent to create any rights in any third person or entity under this Agreement.

15.3 ASSIGNMENT AND PERFORMANCE: Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and Contractor shall not subcontract any portion of the work required by this Agreement except as authorized herein.

Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to Town's satisfaction.

Contractor shall perform its duties, obligation, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance shall be comparable to the best local and national standards.

15.4 WAIVER OF BREACH AND MATERIALITY: Failure by Town to enforce any provision or modification of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

15.5 COMPLIANCE WITH LAWS: Contractor shall comply with all federal, state, and local laws, codes ordinances, rules and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

15.6 SEVERANCE: In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Town or Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

15.7 JOINT PREPARATION: Preparation of this Agreement has been a joint effort of Town and Contractor and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

15.8 PRIORITY OF PROVISIONS: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 15 of this Agreement shall prevail and be given effect.

15.9 APPLICABLE LAW AND VENUE: This Agreement shall be interpreted and

construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

15.10 AMENDMENTS: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town and Contractor.

15.11 PRIOR AGREEMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms or conditions contained herein shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 15.10 above.

15.12 INCORPORATION BY REFERENCE: The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibit “A” is incorporated into and made a part of this Agreement. Pursuant to the provisions appearing in Exhibit “A”, when any obligation or duty in that document is one which is related to the public transportation service, Contractor agrees to fully comply with each and every such obligation and duty for and on behalf of the Town.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the date set forth on the first page of this Agreement.

TOWN

Attest:

TOWN OF DAVIE

Town Clerk

Mayor

____ day of January, 2001

APPROVED AS TO FORM:

BY _____
Town Attorney

CONTRACTOR

A-PLUS TRANSPORTATION, INC.

BY _____

Print
Name: _____

Witness

Title: _____

Exhibit "A"

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

The TOWN OF DAVIE, a municipal corporation of the state of Florida, by and through the TOWN OF DAVIE Council, hereinafter referred to as "CITY."

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people in CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, both COUNTY and CITY agree that better public transportation to residents of CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of the CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, COUNTY and CITY are willing to share the responsibilities and expense of providing an alternative form of public transit in CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Mass Transit Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.
- 1.4 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter.
- 1.5 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2
SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY TOWN

- 2.1 TOWN shall provide public transportation services within the TOWN at the locations and according to schedules as contained in Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by the TOWN through the use of its employees or the TOWN may enter into a contract with a third party to perform the services. In the event the TOWN contracts with a third party, the TOWN shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by TOWN shall be effective only upon the written consent of the Director of Mass Transit. The services to be provided shall include the following:
 - 2.1.1 Free fare public transportation service to the locations described in Exhibit "A" shall be provided until such time as TOWN determines a fare to be appropriate, but in no event shall a fare exceed half (1/2) of the fixed route

full adult BCT fare. A public hearing shall be held prior to the institution of a fare. Service shall be provided a minimum of five (5) days a week, to certain locations and at scheduled intervals as on the attached Exhibit "A." COUNTY shall be advised prior to the imposition of a fare increase.

- 2.1.2 The established service shall be on a fixed route basis with designated intermediate stops a minimum of forty (40) hours per week and a minimum of five (5) days per week, provided, however, the minimum hours of operation shall be reduced by eight (8) hours during any week in which a legal holiday is recognized on a weekday. The TOWN service shall connect with regular COUNTY bus routes, as set forth in Exhibit "A."
- 2.1.3 Beginning June 1, 2001, TOWN shall maintain a minimum average of five (5) passengers per revenue hour on each route operated by the TOWN. In the event that TOWN does not maintain such minimum average of passengers, COUNTY shall assist TOWN to increase ridership, which may include modification of the route, as set forth in Exhibit "A."
- 2.1.4 Vehicle(s) shall be operated by properly licensed operators ("vehicle chauffeurs") employed by TOWN or its contractors. These employees shall provide full utilization of vehicle(s) to disabled passengers while in service.
- 2.1.5 Vehicle chauffeurs hired by TOWN or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.
- 2.1.6 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that TOWN's scheduled service shall not duplicate existing COUNTY bus service.
- 2.1.7 TOWN shall maintain the vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep vehicle(s) in reasonable condition at all times.
- 2.1.8 TOWN shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.
- 2.1.9 In accordance with Broward County Ordinance 92-8, TOWN certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace

Program. In the event the TOWN contracts with a third party to perform the services addressed herein, such contractor shall comply with the COUNTY's Drug-Free Workplace Program requirements.

2.1.10 Effective upon execution of this Agreement, TOWN shall comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

2.1.11 TOWN agrees that throughout the term of this Agreement that the Broward County Transit (BCT) logo and the COUNTY assigned identification number shall be conspicuously displayed on the rear of the vehicle at all times.

2.1.12 TOWN shall maintain certain records of information and data in the format prescribed by COUNTY and shall furnish such records to COUNTY on a monthly basis.

2.1.13 TOWN shall at all times have and maintain in proper working order a dedicated TTY number.

SERVICES TO BE PROVIDED BY COUNTY

2.2 EQUIPMENT

3.5 ✓ 2.2.1 COUNTY shall lease to TOWN four (4) wheelchair accessible, passenger vehicle(s) to be used in regular route service. Such vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. This vehicle(s) shall be leased to the TOWN for Ten Dollars (\$10.00) each per year. Prior to the acceptance of the vehicle(s) by TOWN, TOWN, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle(s) by a mechanic designated by the TOWN.

2.2.2 COUNTY shall provide the manufacturer's warranties and maintenance shop manuals to the TOWN.

2.2.3 COUNTY shall provide TOWN with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, TOWN desires to supply its own signage at its own expense, such signage must be approved

by COUNTY.

2.3 TECHNICAL ASSISTANCE

2.3.1 COUNTY shall provide vehicle chauffeurs hired by TOWN or its contractors with training in passenger relations, rules of the road, and transit system information. All vehicle chauffeurs shall be required to attend and successfully complete the COUNTY's training program prior to operating the vehicle(s) addressed herein. This requirement shall extend to any and all vehicle chauffeurs employed at any time during the term of this Agreement.

2.3.2 COUNTY shall assist TOWN staff with any aspect of planning and scheduling of public transit routing that TOWN might request.

2.3.3 COUNTY shall print and provide TOWN with bus route timetables sufficient to inform TOWN residents and passengers of service made available as described in Exhibit "A" or any modification thereto.

2.3.4 COUNTY shall assist TOWN in procuring bus shelters at no cost to TOWN that generate revenue, if TOWN requests.

2.4 TOWN acknowledges and agrees that the Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on October 1, 2000, and shall remain in effect for a term of three (3) years. The term may be extended for up to two (2) additional one (1) year periods upon written approval of the Contract Administrator, 90 days prior to the expiration of the then current term, and the consent of CITY. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

ARTICLE 4
FINANCIAL ASSISTANCE

4.1 COUNTY agrees to pay TOWN a flat fee of Five Thousand Dollars (\$5,000.00) per vehicle, upon execution of this Agreement for services rendered under this

Agreement from the date of execution until December 31, 2000. Beginning January 1, 2001, COUNTY agrees to pay TOWN, Twenty dollars (\$20.00) per hour, per vehicle in revenue service for the remaining term of the Agreement. The funds addressed herein shall be used by TOWN solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose.

- 4.2 The name of the official payee to whom COUNTY shall issue checks shall be the TOWN of DAVIE.

ARTICLE 5
CHANGES IN SCOPE OF SERVICES

- 5.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.13 below.
- 5.2 Any appreciable changes in the level of services, as determined by the Contract Administrator's sole discretion, to be provided by TOWN as set forth herein shall only be implemented after COUNTY and TOWN have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of COUNTY once again providing public transportation services if ridership levels warrant expanded service.
- 5.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by the Contract Administrator.

ARTICLE 6
INDEMNIFICATION / GOVERNMENTAL IMMUNITY

- 6.1 TOWN is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7
INSURANCE

The parties hereto acknowledge that TOWN is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The TOWN shall institute and

Agreement from the date of execution until December 31, 2000. Beginning January 1, 2001, COUNTY agrees to pay TOWN, Twenty dollars (\$20.00) per hour, per vehicle in revenue service for the remaining term of the Agreement. The funds addressed herein shall be used by TOWN solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose.

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ARTICLE 7
INSURANCE

The parties hereto acknowledge that TOWN is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The TOWN shall institute and

maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. If TOWN contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: TOWN's contractor agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY's officers, agents, and employees for, from, and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the contractor's occupancy or use of the vehicle(s) to perform the services set forth herein. ✓

Insurance: TOWN's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured. ✓

Provisions Applicable to Insurance: At or prior to the commencement of contractor's performance pursuant to the provisions of any agreement with TOWN involving the vehicle(s) provided hereunder, contractor shall deliver the original certificate of insurance required herein to COUNTY. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days' prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted. ✓

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for cause by action of Board or by TOWN upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination

is necessary to protect the public health, safety, or welfare.

- 8.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or breach of any of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience, the financial assistance provided by the COUNTY shall be prorated on a monthly basis to the date the Agreement is terminated. However, upon being notified of COUNTY's election to terminate, TOWN acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by TOWN, is given as specific consideration to TOWN for COUNTY's right to terminate this Agreement for convenience.
- 8.5 Upon termination of this Agreement for whatever reason, TOWN shall return the vehicle leased herein to the COUNTY, TOWN shall return the vehicle to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. The TOWN's obligation to return the vehicle to the COUNTY in the condition it was received shall include the removal of any painting or wrapping of the vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the vehicle for return to COUNTY shall be the sole responsibility of the TOWN. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the vehicle prior to acceptance and should the Maintenance Transit Manager determine that the vehicle is not in the proper condition, TOWN shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager.

ARTICLE 9 MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs,

surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by TOWN to the Contract Administrator.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

TOWN shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to TOWN's records, TOWN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TOWN. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.3 NONDISCRIMINATION

TOWN agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. TOWN agrees to furnish COUNTY with a copy of its Affirmative Action Policy or in the event that TOWN contracts with a third party for this service, such third party's Affirmative Action Policy shall be furnished to COUNTY.

9.4 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by

? TOWN shall be subject to the supervision of TOWN, and such services shall not be provided by TOWN or its agents as officers, employees, or agents of the COUNTY. The parties expressly acknowledge that it is not their intent to create any rights in any third person or entity under this Agreement.

✓ 9.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director of Mass Transit Division
Broward County Mass Transit Division
3201 West Copans Road
Pompano Beach, Florida 33069

FOR TOWN:

Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

9.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and TOWN shall not subcontract any portion of the work required by this Agreement except as authorized herein.

TOWN represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance shall be

comparable to the best local and national standards.

✓ 9.7 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

✓ 9.8 COMPLIANCE WITH LAWS

TOWN shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

✓ 9.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

✓ 9.10 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and TOWN and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

✓ 9.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

✓ 9.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

✓ 9.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

✓ 9.14 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 9.13 above.

9.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

9.16 MULTIPLE ORIGINALS

This Agreement may be executed in five (5) copies, each of which shall be deemed to be an original.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, 20____, and TOWN of DAVIE, signing by and through its Interim TOWN Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____, Chair

Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
CAROL S. WOLFF
Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN of DAVIE
FOR PUBLIC TRANSPORTATION SERVICES

TOWN

Approved by Resolution No. R-2000-206

Dated Sept. 6th 2000

ATTEST:

Barbara McDaniel
acting Town Clerk

TOWN of DAVIE

By *TH Jio*
Town Manager

This 6th day of September, 2000

Approved as to legal form

By *[Signature]*
Town Attorney

CSW:sl
combus.dav2
00-114.08
7/26/00

[illegible]

EXHIBIT A1 TOWN OF DAVIE Eastern Draft Transit Route

- BCT ROUTES**
- 2 - UNIVERSITY DRIVE - SOUTH BROWARD CITY TO CORAL SPR
BROWARD MALL, PRO-PLAYER STATINAL ETC
 - 9 - DOWNTOWN FT LAUD, DAVIE RD, AVENUEA MALL
 - 12 - HOLLYWOOD (SHERIDANO TO UNIVERSITY DR,
TO BROWARD MALL
 - 18 - 441 ESTATE ROUTE 73 HANAP-BACK COUNTY (GOLDEN
GLADES) TO PALM BEACH COUNTY SHOPPING CTR
 - 75 - STATE ROAD 64 FROM SW 130TH AVE TO UNIVERSITY
DRIVE TO BROWARD BLVD AND BACK TO SW 130TH AVE

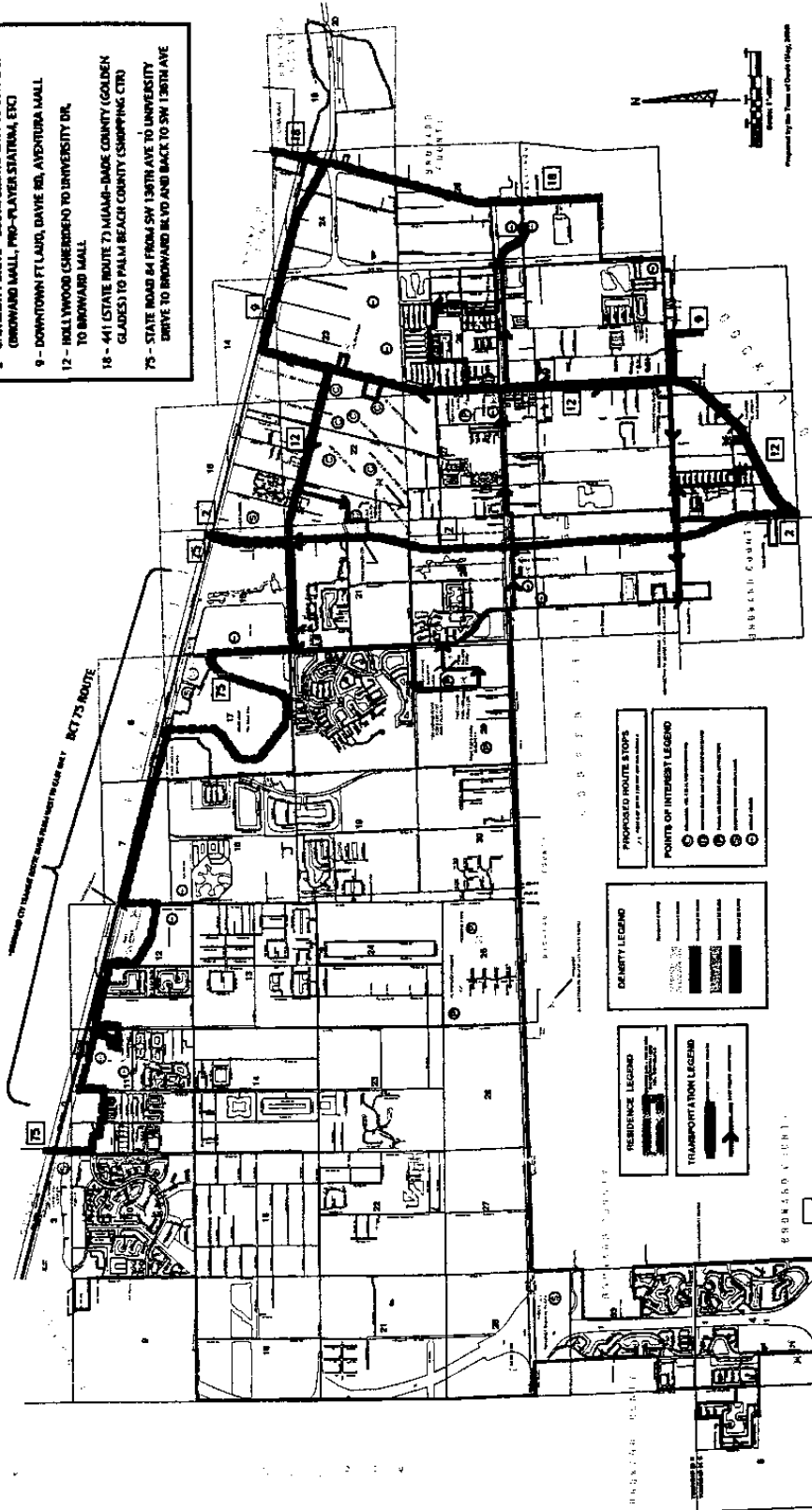


EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned municipality hereby certifies that it will provide a drug free workplace program by:

- 1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substances is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establishing a continuing drug free awareness program to inform its employees about:
 - i) The dangers of drug abuse in the workplace;
 - ii) The policy of maintaining a drug free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- 4) Notifying all employees, in writing of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- 5) Notifying Broward County government, in writing, within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6) Within 30 calendar days after receiving notice under subparagraph (4)(ii) of

EXHIBIT "B"

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 - i) The dangers of drug abuse in the workplace;
 - ii) The policy of maintaining a drug free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- 4) Notifying all employees, in writing of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
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- 6) Within 30 calendar days after receiving notice under subparagraph (4)(ii) of

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

NAME AND ADDRESS OF AGENCY		COMPANIES AFFORDING COVERAGES				
		COMPANY LETTER A				
		COMPANY LETTER B				
		COMPANY LETTER C				
		COMPANY LETTER D				
		COMPANY LETTER E				
NAME AND ADDRESS OF INSURED						
This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.						
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
**	GENERAL LIABILITY	FLA STATUTE	768.28	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES-OPERATIONS			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 100	200
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD			PERSONAL INJURY	\$	
	<input type="checkbox"/> UNDERGROUND HAZARD					
	<input type="checkbox"/> PRODUCTS/ COMPLETED OPERATIONS HAZARD					
	<input type="checkbox"/> CONTRACTUAL INSURANCE					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> PERSONAL INJURY					
	<input type="checkbox"/> GARAGE					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input checked="" type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 200	
	<input type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM			STATUTORY		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$ 100	(EACH ACCIDENT)
✓	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY					
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES						
** - CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY)						
ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA						
- CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN						
Cancellation: Should any of the above described policies be canceled before the expiration date thereof, the Issuing company will mail Thirty (30) days written notice to the below named certificate holder.						
NAME AND ADDRESS OF CERTIFICATE HOLDER				DATE ISSUED:		
Broward County Board of County Commissioners						
115 South Andrews Avenue						
Ft Lauderdale, FL 33301						
ATTN: Purchasing Division, Room 212				AUTHORIZED REPRESENTATIVE		
RE: BID #				BY: Mary M. Meister, CPIW		
PROJECT #				DATE: 7-31-00		

INTERLOCAL

RESOLUTION NO. R-2000-292

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF A-PLUS TRANSPORTATION, INC. TO PROVIDE TRANSIT BUS SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals for transit bus services to include the supply of drivers, insurance, gasoline, vehicle maintenance, and all scheduling services; and

WHEREAS, the selection committee has selected A-Plus Transportation, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of A-Plus Transportation, Inc. as the firm best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

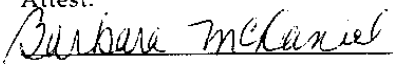
SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 5th DAY OF December, 2000



MAYOR/COUNCILMEMBER

Attest:



TOWN CLERK

APPROVED THIS 5th DAY OF December, 2000

RESOLUTION NO. R-2000-206

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED AGREEMENT WITH BROWARD COUNTY FOR PUBLIC TRANSPORTATION SERVICES FOR USE OF FOUR COUNTY BUSES WITH TWO BUSES TO PROVIDE AN EXPRESS SHUTTLE BETWEEN THE FORT LAUDERDALE TRI-RAIL STATION AND THE SOUTH FLORIDA EDUCATIONAL COMPLEX CAMPUSES AND DOWNTOWN DAVIE AND TWO BUSES TO PROVIDE AN EASTERN DAVIE TRANSIT ROUTE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it has been determined that the Town of Davie has a need for two shuttle buses for the purpose of providing an express shuttle service between the Fort Lauderdale Tri-Rail Station and the campuses of the South Florida Educational Complex and downtown Davie and

WHEREAS, it has been determined that the Town of Davie has a need for two buses to provide transit service within eastern Davie; and

WHEREAS, Broward County has proposed an Agreement, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Town wishes to enter into the proposed Agreement between Broward County and Town of Davie for Public Transportation Services for use of County buses for said purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town officials are hereby authorized to execute the proposed Agreement between Broward County and Town of Davie for Public Transportation Services, a copy of which is attached hereto as Exhibit "A", on behalf of the Town.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6th DAY OF September, 2000.


MAYOR/COUNCILMEMBER

ATTEST:


ACTING TOWN CLERK

APPROVED THIS 6th DAY OF September, 2000.

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER. 00101085440306 **BUDGET ITEM & DESCRIPTION** Transit - Contracted Services **APPROXIMATE COST** \$150,000
METHOD OF PROCUREMENT (check the one that applies)
 ADMIN - CONTRACTUAL SERVICES

☐ Open Competitive Bidding
☐ Piggyback on Contract Number _____
☐ Sole Source
☒ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed Will Allen
 Department Head
 Have Funds been Reserved yes/amount necessary
 Date 11/2/02 Signed W
 Signed [Signature]
 Town Administrator

VENDOR	BIDS SUBMITTED	COST
A-Plus TRANSPORTATION		RANKED 1 ST
HANDI-VAN, INC.		RANKED 2 ND
LAIDCOW TRANSIT, INC.		RANKED 3 RD
COACH USA		RANKED 4 TH

Signed [Signature]
 Procurement Manager

TOWN ADMINISTRATOR'S RECOMMENDATION	
Vendor	Cost
A-Plus TRANSPORTATION	\$28.00/HR.

Signed _____
 Town Administrator

+

